Department of Human Resources Larry Hogan, Governor | Boyd K. Rutherford, Lt. Governor | Gregory S. James, Acting Secretary

STATE OF MARYLAND DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS (RFP) PRIVATIZATION OF CHILD SUPPORT SERVICES IN BALTIMORE CITY SOLICITATION NO.: CSEA/PR/18-001-S **AMENDMENT NO. 4**

January 27, 2017

Dear Prospective Offerors:

This amendment is being issued to amend certain information in the above-named RFP. All information contained herein is binding on all Offerors who respond to the RFP. Specific parts of the RFP have been amended. The changes are listed below. New language has been double underlined and marked in **bold** (i.e. word), and language that has been deleted has been marked with a strikethrough (i.e. word).

- 1. Revised Page 48; Section 3.2.12.1 IV-D and Non IV-D Payment Collection and Processing
 - The Contractor shall make available a drop box for customers to submit child support payments via check or money order at the two (2) BCOCSE office locations (See Section 3.2.17) and at the Clarence M. Mitchell Jr. Courthouse, located at 100 N. Calvert Street, Baltimore, MD 21202. Where applicable, the The Contractor shall scan all checks using the check scanning system provided by CSEA. All payments shall be reconciled against the log and daily report in the SMART Remote check scanning system log.
- 2. Deleted Total Disbursed Collections and renumbered Section 3.2.22.3 Performance Measures.

a. Total Disbursed IV-D Collections

Total-child support disbursed collections include support payments received and disbursed to the custodial parent on IV-D child support cases only. For each FFY, the Contractor shall achieve the performance level indicated in Chart 4, which indicates the minimum amount of IV D payments the Contractor is required to disburse each FFY.

CHART 4 - Disbursed IV-D Collections Service Levels FFY18 through FFY2021*

FFY 18	FFY 19	FFY 20	FFY 21	FFY 22
\$84,648,315	\$85,494,798	\$86,349,746	\$87,213,244	\$88,085,376

*Includes an increase of 1% every year based on FFY-2016 data.

a. Paternity Establishment Performance

The percentage of cases where paternity is established will be measured using the total number of children in the IV-D Caseload as of the end of each FFY who were born out-of-wedlock with paternity established or acknowledged over the total number of children in the IV-D caseload as of the end of the preceding FFY who were born out-of-wedlock.

The count of children shall not include any child who is a dependent by reason of the death of a parent (unless paternity is established for that child). It shall also not include any child whose parent is found to have good cause for refusing to cooperate with the State in establishing paternity, or for whom the State determines it is against the best interest of the child to pursue paternity issues (see 45 C.F.R. § 305).

For each FFY the Contractor shall achieve the performance level indicated in Chart 5 below.

CHART 5 - Minimum Percentage of Paternity Establishment

FFY18	FFY19	FFY20	FFY21	FFY22
90.0%	90.0%	90.0%	90.0%	90.0%

b. Percent of Cases with a Support Order

This measure requires a determination of whether or not there is a support order for each Case. Since the measure is a Case count at a point-in-time, modifications to an order do not affect the count (see 45 C.F.R. § 305). Performance will be measured by identifying the percentage of IV-D Cases with support orders during the FFY over the total number of IV-D Cases in Baltimore City caseload during the FFY.

For each FFY the Contractor shall achieve the performance level indicated in Chart 6 below.

CHART 6 - Minimum Percentage of IV-D Cases with Support Orders

FFY18	FFY19	FFY20	FFY21	FFY22
80.0%	82.0%	84.0%	86.0%	88.0%

c. Percent of Current Support Paid

This is the percentage of total collections for current support in the BCOCSE IV-D caseload over the total dollars owed for current support in the BCOCSE IV-D caseload (see 45 C.F.R. § 305).

For each FFY the Contractor shall achieve the performance level indicated in Chart 7 below.

CHART 7 – Minimum Percentage of Current Support Paid

FFY18	FFY19	FFY20	FFY21	FFY22	
61.0%	62.0%	64.0%	66.0%	68.0%	

d. Percent of Cases Paying Towards Arrears

This is the percentage of the total number of eligible IV-D Cases in Baltimore City paying toward arrears over the total number of IV-D Cases in the BCOCSE with arrears due.

This measure includes those Cases where all of the past-due support was disbursed to the family, or retained by the State because all the support was assigned to the State. If some of the past-due support was assigned to the State and some was to be disbursed to the family, only those cases where some of the support actually went to the family can be included.

For each FFY the Contractor shall achieve the performance level indicated in Chart 8 below.

CHART 8 – Minimum Percentage of Cases Paying Arrears

FFY18	FFY19	FFY20	FFY21	FFY22 65.0%	
61.0%	62.0%	63.0%	64.0%		
				,	

3. Revised Page 62; Section 3.2.22.5 Liquidated Damages

If the Contractor fails to achieve the FFY minimum service level goal for any IV-D Federal performance measure, the Contractor will forfeit eligibility for any EG payments and will incur a \$100,000 liquidated damage per failed minimum performance measure, up to \$400,000/year. No incentives will be paid if any liquidated damages are accessed.

Chart 10 Minimum Service Levels

	FFY18	FFY19	FFY20	FFY21	FFY22
Minimum Service Level					
IV-D Disbursed Collections	\$84,648,315	\$85,494,798	\$86,349,746	\$87,213,244	\$88,085,376
Paternity Establishment	90.0%	90.0%	90.0%	90.0%	90.0%
Support Order Establishment	80.0%	82.0%	84.0%	86.0%	88.0%
Current Support Paid	61.0%	62.0%	64.0%	66.0%	68.0%
Cases Paying Arrears	61.0%	62.0%	63.0%	64.0%	65.0%

- 4. Pages 241-244, Delete Exhibit 1 in its entirety and any references thereto in the RFP. Exhibit 1 CSES Software Interface Requirement
- 5. Added: <u>Enterprise Content Management solution (ECMS)</u> overview, which is attached to this Amendment.
- 6. Added: CSEA Dashboard System overview, which is attached to this Amendment.
- 7. Revised page 57, Section 3.2.21 Safeguarding of Information from the United States Internal Revenue Service (IRS).

3.2.21 SAFE GUARDING OF INFORMATION FROM THE UNITED STATES INTERNAL REVENUE SERVICE (IRS)

a. PERFORMANCE

The Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- 1. All work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.
- The Contractor and the Contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- 3. Any Federal Tax Information (FTI) or return information (hereafter referred to as FTI, returns or return information) made available shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the

- performance of this Contract. Inspection by or disclosure to anyone other than an officer of employee of the Contractor is prohibited.
- 4. All returns and return information shall be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- 5. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- 6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Department's Project Manager or designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Department's Project Manager or designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- 7. All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- 8. No work involving returns and return information furnished under this Contract shall be subcontracted without prior written approval of the IRS.
- 9. The Contractor shall maintain a list of employees authorized access. Such list will be provided to the Department and, upon request, to the IRS reviewing office.
- 10. The Department shall have the right to void the Contract if the Contractor fails to provide the safeguards described above.

b. CRIMINAL/CIVIL SANCTIONS

1. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing solely by one designated person (from either DHR staff or the Contractor's staff, to be determined) that returns or return information disclosed to each officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any

such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by Internal Revenue Code (IRC) Sections 7213 and 7431 and set forth at 26 C.F.R. Part 301.6103(n)-1.

- 2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal Employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431 and set forth at 26 C.F.R. 301.6103(n)-1.
- 3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 United States Code (U.S.C.) 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established there under, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 4. Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors shall maintain their authorization to

access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedures for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the Contractor shall sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements. See **Attachment W**.

c. INSPECTION

The IRS and the Department shall have the right to send its officers and employees into offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

The IRS and the Department, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

Offerors are reminded that they must acknowledge receipt of all amendments/addenda issued in their Transmittal Letter (see Revisions to the RFP § 1.18 and Transmittal Letter § 4.4.2.3). If you require clarification of the information provided in this amendment, please contact me at (410) 767-7775, or via email at aung.htut@maryland.gov.

By: Aung Htut, Procurement Officer January 27, 2017





Management Solution (ECMS) **Enterprise Content**

This presentation is not a complete representation of the system

ECMS Overview

- Web-based solution
- Comprised of 3 COTS applications customized for the state of MD
- Compass Pilot Scanning
- OnBase Unity Retrieval and Upload
- OnBase Reports
- Fujitsu desktop scanners (flatbed and/or non-flatbed)
- Case workers perform retrieval, upload, and reporting functions from dedicated state approved computers
- Documents, once filed, are stored and immediately available for retrieval statewide to authorized ECMS case workers

ECMS Scanning

- based on categories for different administrations (e.g. CSEA, FIA, Current document taxonomy defines over 200 document types
- Keyword Panel defines specific index types saved to each scanned document which include
- Customer demographic data, including case numbers
- Date documents are received
- Location and system level indexes
- populate keyword values by providing database of customer Autofill feature provides customer demographic data to auto information
- Quality Control of the document is available after scanning and prior to filing
- Case Worker(s) can be assigned to scanned documents
- Receipt can be provided to customer of scanned documents

ECMS Retrieval

View Documents

- Navigate multipage documents by thumbnail or page selection(s)
- Magnify document view
- Annotate document with sticky notes and/or highlights
- Selectively redact sensitive information
- Note contents

Manipulate Documents

- View / Modify Keywords
- Re-index Document to proper type
- Download / Print Documents
- Delete Documents

Indicate Documents are completed

Set Completed by keyword to indicate work has been completed on that document

ECMS Reports

Management Reports available

ECMS Security

- Only authorized users are provided with ECMS user ID
- User ID's and passwords are authenticated via Active Directory
- A role is associated to each user ID which allows the user to perform certain functions in ECMS.

CSEA Dashboard System

Maryland Child Support Enforcement Administration

SSEA Dashboard System

What is the CSEA Dashboard?

- A web-based system that provides a comprehensive view of all case information on one screen.
- Enforcement System (CSES) (Note: Only case action log notes are pushed back to CSES) Connected to and exchanges data with the State Child Support
- Provides segmentation of case work. CSEA Dashboard contains five (5) segments.

EA Dashboard System

CSEA Dashboard Features

- Provides segmentation of case work:
 CSEA Dashboard contains five (5) segments. Each stratifies the caseload based on a particular areas of focus such as delinquent cases or arrears only cases.
- View applications for child support submitted by customers electronically
- On-demand reporting
- Early intervention payment tracking (7, 15, 30, 45, 60 and 90 days)
- Tracking of Establishment, Interstate, and Child Support First cases
- Employer Withholding Notice tracking tab
- Cases where no wage attachment payments have been received during the 45 days since the wage attachment was issued

SEA Dashboard System (con't)

CSEA Dashboard Benefits?

- Presents the worker with all case management and maintenance actions necessary in a single screen, reducing the need to work multiple reports
- one place, therefore reducing the need for workers to switch between - Provides workers with all of the essential case information needed in
- Allows workers to set action required, action reminder, and personal reminders